

c/o Robert Sklodowski
9240 W. Belmont Ave.
Franklin Park, IL 60131 (cr)

Sylvia Lam
702 W Revere Ln
Palatine, IL 60067 (cr)

T.C.I.
1218 175th Street
Hammond, IN 46324 (cr)

Talat Ghaus
924 Beninford Lane
Westmont, IL 60559 (cr)

Tamirisa Kris c/o Vincent Cannon
Lorenzini & Dressler
1900 Spring Rd.#501
Oak Brook, IL 60523 (cr)

Technology and Networking Inc.
PO Box 4247
Scott City, MO 63780 (cr)

Ted Gebber & Marita Landa
c/o Dale Elliot Klcer, Atty
1007 Curtis St., #1
Downers Grove, IL 60515 (cr)

Tempo Components, Inc.
110 Brennan Dr.
Kirkland, IL 60146 (cr)

Terrance Frediani
1705 Frediani Ct.
Mount Prospect, IL 60056 (cr)

Thakor Patel
7338 N. Kedvale Ave.
Lincolnwood, IL 60712 (cr)

The Chaet Kaplan Firm
30 N. LaSalle Street #1520
Chicago, IL 60602 (cr)

The New Shapes Company
1500 Midway Court W-2
Elk Grove Village, IL 60007 (cr)

The Structural Shop
502 Zenith Dr.
Glenview, IL 60025 (cr)

The Travelers
CL Remittance Center (cr)
Hartford, CT 06183

Thomas Kaputo
5732 S. Walnut Ave (cr)
Downers Grove, IL 60516

Thorne Electric
PO Box 321 (cr)
Wheaton, IL 60189

Thyssenkrupp Elevator
PO Box 1262 (cr)
Memphis, TN 38101

Tialk Marwaha (Madison Pine)
3773 W. Devon Ave. (cr)
Lincolnwood, IL 60712

Tilak Marwaha
3773 W. Devon Ave. (cr)
Lincolnwood, IL 60712

Timberline Software Corp
PO Box 728 (cr)
Beaverton, OR 97075-0728

Timely Courier
DenE1 Enterprises Inc. (cr)
1147 N. Ellsworth Ave.
Villa Park, IL 60181

TNT Landscaping
4204 Peacock Court (cr)
Rolling Meadows, IL 60008

Topside Roofing
815 Schneider Dr. (cr)
South Elgin, IL 60177

Tressler Soderstrom Maloney & Pries
233 S. Wacker Dr. (cr)
22nd Floor
Chicago, IL 60606

Tritel Tech Svc.
5400 Newport Dr. No.19 (cr)
Rolling Meadows, IL 60008

Tropical HVAC
140 S. Lincoln (cr)
Carpentersville, IL 60110

Tsarpalas Enterprises
17494 W. Hickory Lane (cr)
Grayslake, IL 60030

Tushar Chotalia (22 Century LLC)
3773 W. Devon Ave. (cr)
Lincolnwood, IL 60712

TWL Masonry
6004 Terra Cotta Road (cr)
Crystal Lake, IL 60014

Two Hands Landscaping
44 Austin (cr)
Carpentersville, IL 60110

UD Inc.
155 W. Irving Park Rd. (cr)
Roselle, IL 60172

Unidor Company
700 North Iowa Street (cr)
Villa Park, IL 60181-1509

Uniprint
21021 Ventura Bl #103 (cr)
Woodland Hills, CA 91364

United Parcel Svcs
C/O D&B/RMS Bankruptcy Services (cr)
Po Box 4396
Timonium, MD 21094

United States Trustee
227 West Monroe Suite 3350 (cr)
Chicago, IL 60606

United States Trustee
227 W Monroe Street (cr)
Suite 3350
Chicago, IL 60606

Urdu Times
6229 N. Richmond Ave. (cr)
Chicago, IL 60659

US Marketing
40-14 24th Street (cr)
Long Island City, NY 11101

Usman Khan
1 S. Rt. 53 (cr)
Glen Ellyn, IL 60137

Uttan Andrew
c/o Klise & Biel (cr)
1478 W. Webster Ave.
Chicago, IL 60614

V. Parkikh (M&R Lodging)
9101 West Oak Ave. (cr)
Des Plaines, IL 60016

V3 Global Inc.
PO Box 835786 (cr)
Richardson, TX 75083-5789

Vandana Chandra
6980 Fieldstone Dr. (cr)
Willowbrook, IL 60527

Vans Iron Works Inc.
1528 E. 168th Street (cr)
South Holland, IL 60473

Venita Parsram
3773 W. Devon Ave. (cr)
Roselle, IL 60172

Videsh Sharad Patel
3300 Highland Rd. (cr)
Northbrook, IL 60062

Vidya & Sudha Kora
5085 Laxita Dr. (cr)
La Porte, IN 46350

Village of Lakewood
2500 Lake Ave. (cr)
Crystal Lake, IL 60014

Village of Lakewood Utilities
2500 Lake Ave. (cr)
Crystal Lake, IL 60014

Village of Lincolnwood
Maris Grossman (cr)
6900 N. Lincoln Ave.
Lincolnwood, IL 60712

Village of South Barrington
30 S. Barrington Rd. (cr)
Barrington, IL 60010

Village of Villa Park
120 S. Ardmore Ave. (cr)
Villa Park, IL 60181

Vinata Parsram
3773 W. Devon Ave. (cr)
Lincolnwood, IL 60712

Vinod Malhotra
823 Mc Intosh Ct. #202 (cr)
Prospect Heights, IL 60070

Virginia Sureky
Service Center - Brian Reed (cr)
9921 Dupont Circle Drive West suite 300
Fort Wayne, IN 46825

Visible
1750 Wallacc Avenue (cr)
Saint Charles, IL 60174

Walsh Communications LLC
489 Spring Rd. Suite D (cr)
Elmhurst, IL 60126

Waste Management Metro
1411 Opus Place, Suite 400 (cr)
Downers Grove, IL 60515

Waste Management RMC
2421 W Peoria Ave (cr)
Phoenix, AZ 85029

Waste Management West
780 N. Kirk Rd. (cr)
Batavia, IL 60510

Waste Works Inc.
5200 McCullon Lake Road (cr)
Mchenry, IL 60050

Weather Temp Inc.
7120 N. Lyndon Street (cr)
Des Plaines, IL 60018

Weatherall Exteriors Inc..
445 Dorset (cr)
Palatine, IL 60067

West Suburban Bank
c/o Guerard Kalina Musial (cr)
100 W. Roosevelt Rd.
Wheaton, IL 60187

West Suburban Bank - Tim Dineen
717 S. Westmore (cr)
Lombard, IL 60148

Westmont Interior Supply House
PO Box 298 (cr)
Westmont, IL 60559

Wheaton Trenching
24 W. 600 St. Charles Road (cr)
Carol Stream, IL 60188

Whirlpool Corporation
PO Box 915047 (cr)
Dallas, TX 75391-5047

William Sechin
33 Elgin Ave Apt B (cr)
Forest Park, IL 60130

Windy City Insulation
28030 W. Concrete Dr. (cr)
Ingleside, IL 60041

Woodfield Paving
440 W. Irving Park Rd. (cr)
Roselle, IL 60172

Worldwide Painting
PO Box 433 (cr)
Berwyn, IL 60402

Wu David
6413 Long Grove Saddle Club (cr)
Lake Zurich, IL 60047

Yasmin Merchant
9049 Falcon Greens Dr. (cr)
Crystal Lake, IL 60014

Zahid & Noureen Chohan
1741 David Dr. (cr)
Olean, NY 14760

Zahir & Razia Ahmed
1720 Mundelein Rd (cr)
Naperville, IL 60565

Zam's Hope
6401 N. Artesian Ave. (cr)
Chicago, IL 60645

Zarif Abbas
c/o Wolin & Rosen (cr)
55 W. Monroe #3600
Chicago, IL 60603

Zulma Rivera
9438 Ironwood Lane
Des Plaines, IL 60016
(cr)

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IN RE:)
)
POLO BUILDERS, INC.,) Case No. 04-23758
TAX ID NO. 36-3773992,)
)
Debtor,)

FILED
SEP 20 2004
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
KENNETH S. GARDNER, CLERK
PS REP. - MBM

**MOTION TO LIFT AUTOMATIC STAY TO EXTENT OF
APPLICABLE INSURANCE**

NOW COMES Jon Woodring, movant, by his attorneys, LEVIN, RIBACK LAW GROUP, P.C., and moves this Honorable Court as follows:

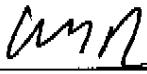
1. Debtor, POLO BUILDERS, INC., was involved in a construction project in the City of Barrington, Cook County, Illinois, on and before December 27, 1999.
2. On December 27, 1999, creditor, Jon Woodring, was injured as a result of the negligence of POLO BUILDERS, INC., and has filed a lawsuit in the Circuit Court of Cook County, Law Division, entitled Jon Woodring v. Polo Builders, Inc., 01 L 3596. (See Exhibit A).
3. Debtor, POLO BUILDERS, INC., was covered by a policy of insurance issued by Zurich Insurance for negligence arising out of this case under policy number SCP 33246571. The general liability policy limits under this insurance policy is \$1,000,000.00 per occurrence. (See Exhibit B).
4. Creditor Jon Woodring agrees to limit his recovery to proceeds from the subject insurance policy, and therefore lifting the stay will not imperil any corporate assets of the debtor.

KENNETH S. GARDNER, CLERK
UNITED STATES BANKRUPTCY COURT
SEP 20 2004

SEP 20 2004

WHEREFORE, Creditor, Jon Woodring, respectfully requests that this Court enter an order lifting the Bankruptcy Stay entered in this matter to the extent of applicable insurance, and permitting the suit entitled Jon Woodring v. Polo Builders, Inc., 01 L 3596 to proceed to the extent of defendant's applicable insurance.

Respectfully submitted,

By: 
One of His Attorneys

LEVIN, RIBACK LAW GROUP, P.C.
200 North LaSalle Street
Suite 2300
Chicago, IL 60601
Telephone: (312) 782-6717

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

JON WOODRING,)
vs.) No. 01 L 3596
POLO BUILDERS, INC.,)
CUSTOM ROOFING, INC.,)
CUSTOM ROOFING CONTRACTING, INC.,)
AND CUSTOM ROOFING & SHEET METAL)
CORPORATION)
Defendants.)

THIRD AMENDED COMPLAINT AT LAW

COUNT I

POLO BUILDERS, INC.

NOW COMES the plaintiff, JON WOODRING, by his attorneys, PEKIN & LEVIN & ASSOCIATES, and complaining of the defendant, POLO BUILDERS, INC., states as follows:

1. That on and before December 27, 1999, the defendant, POLO BUILDERS, INC., was in charge of the erection and construction ongoing at 3 Kingbird Court, Falcon Lakes Lot 4, Village of South Barrington, County of Cook, and State of Illinois.
2. That at the subject time and place the plaintiff was a construction worker employed by Sawmill Construction, Inc. on said premises in the furtherance of the aforesaid work.
3. That at all times material to this lawsuit, the defendant owed a duty

PLAINTIFF'S
EXHIBIT
A

to plaintiff to provide a safe place to work

4. That at the aforesaid time and place and prior thereto, the defendant, individually and through its agents, servants and employees, was present during the course of such erection and construction. The defendant participated in coordinating the work being done and designated various work methods, maintained and checked work progress and participated in the scheduling of the work and inspection of the work. In addition thereto, at that time and place, the defendants had the authority to stop the work, refuse the work and materials and order changes in the work, in the event the work was being performed in a dangerous manner or for any other reason.

5. That at the subject time and place and prior thereto, the plaintiff was in the exercise of due care and caution for his own safety.

6. That at the aforesaid time and place and prior thereto, the defendant was then and there negligent in one or more of the following ways:

(a) Failed to make a reasonable inspection of the premises and the work being done thereon, when the defendant knew or in the exercise of ordinary care should have known, that adequate and proper inspection was necessary to prevent injury to the plaintiff;

(b) Failed to provide fall protection for the safety of the plaintiff;

(c) Failed to provide the plaintiff with a safe, suitable, and proper work platform or scaffold from which to work;

(d) Ordered the plaintiff to work on a roof which was slippery

due to icy conditions when defendant knew it was hazardous to plaintiff and his work crew members;

(e) Failed to provide adequate safeguards including perimeter protection on the roof to prevent plaintiff from falling from the roof while working;

(f) Failed to adequately supervise the work being done on the premises;

(g) Failed to provide plaintiff with a safety platform to stop a worker from falling off the roof;

(h) Failed to provide safety belt tie-off equipment as well as a place to tie-off;

(i) Carelessly and negligently coordinated the order of the construction work by permitting the roof to be shingled prior to the work plaintiff was performing at the time of the occurrence

7. That at the aforesaid time and place, the duties and responsibilities of the plaintiff required that he work on the subject roof.

8. That as a direct and proximate result of the negligence of the defendant, the plaintiff fell on the roof and suffered severe and permanent personal and pecuniary injuries.

WHEREFORE, the plaintiff, JON WOODRING, demands judgment against the defendant, POLO BUILDERS, INC., in a sum in excess of FIFTY THOUSAND (\$50,000.00) DOLLARS and costs of this action.

COUNT II

CUSTOM ROOFING, INC.

NOW COMES the plaintiff, JON WOODRING, by his attorneys, PEKIN & LEVIN & ASSOCIATES, and complaining of the defendant, CUSTOM ROOFING, INC., states as follows:

1. That on and before December 27, 1999, the defendant, CUSTOM ROOFING, INC., was in charge of the erection and construction ongoing at 3 Kingbird Court, Falcon Lakes Lot 4, Village of South Barrington, County of Cook, and State of Illinois.
2. That at the subject time and place the plaintiff was a construction worker employed by Sawmill Construction, Inc. on said premises in the furtherance of the aforesaid work.
3. That at all times material to this lawsuit, the defendant owed a duty to plaintiff to provide a safe place to work
4. That at the aforesaid time and place and prior thereto, the defendant, individually and through its agents, servants and employees, was present during the course of such erection and construction. The defendant participated in coordinating the work being done and designated various work methods, maintained and checked work progress and participated in the scheduling of the work and inspection of the work. In addition thereto, at that time and place, the defendants had the authority to stop the work, refuse the work and materials and order changes in the work, in the event the work was being performed in a dangerous manner or for any other reason.

5. That at the subject time and place and prior thereto, the plaintiff was in the exercise of due care and caution for his own safety.

6. That at the aforesaid time and place and prior thereto, the defendant was then and there negligent in one or more of the following ways:

- (a) Failed to make a reasonable inspection of the premises and the work being done thereon, when the defendant knew or in the exercise of ordinary care should have known, that adequate and proper inspection was necessary to prevent injury to the plaintiff;
- (b) Failed to provide fall protection for the safety of the plaintiff;
- (c) Failed to provide the plaintiff with a safe, suitable, and proper work platform or scaffold from which to work;
- (d) Ordered the plaintiff to work on a roof which was slippery due to icy conditions when defendant knew it was hazardous to plaintiff and his work crew members;
- (e) Failed to provide adequate safeguards including perimeter protection on the roof to prevent plaintiff from falling from the roof while working;
- (f) Failed to adequately supervise the work being done on the premises;
- (g) Failed to provide plaintiff with a safety platform to stop a worker from falling off the roof;
- (h) Failed to provide safety belt tie-off equipment as well as a place to tie-off;
- (i) Carelessly and negligently coordinated the order of the

construction work by permitting the roof to be shingled prior to the work plaintiff was performing at the time of the occurrence

7. That at the aforesaid time and place, the duties and responsibilities of the plaintiff required that he work on the subject roof.
8. That as a direct and proximate result of the negligence of the defendant, the plaintiff fell on the roof and suffered severe and permanent personal and pecuniary injuries.

WHEREFORE, the plaintiff, JON WOODRING, demands judgment against the defendant, CUSTOM ROOFING, INC., in a sum in excess of FIFTY THOUSAND (\$50,000.00) DOLLARS and costs of this action.

COUNT II

CUSTOM ROOFING CONTRACTING, INC.

NOW COMES the plaintiff, JON WOODRING, by his attorneys, PEKIN & LEVIN & ASSOCIATES, and complaining of the defendant, CUSTOM ROOFING, CONTRACTING INC., states as follows:

1. That on and before December 27, 1999, the defendant, CUSTOM ROOFING CONTRACTING, INC., was in charge of the erection and construction ongoing at 3 Kingbird Court, Falcon Lakes Lot 4, Village of South Barrington, County of Cook, and State of Illinois.
2. That at the subject time and place the plaintiff was a construction worker employed by Sawmill Construction, Inc. on said premises in the furtherance of the aforesaid work.

3. That at all times material to this lawsuit, the defendant owed a duty to plaintiff to provide a safe place to work

4. That at the aforesaid time and place and prior thereto, the defendant, individually and through its agents, servants and employees, was present during the course of such erection and construction. The defendant participated in coordinating the work being done and designated various work methods, maintained and checked work progress and participated in the scheduling of the work and inspection of the work. In addition thereto, at that time and place, the defendants had the authority to stop the work, refuse the work and materials and order changes in the work, in the event the work was being performed in a dangerous manner or for any other reason.

5. That at the subject time and place and prior thereto, the plaintiff was in the exercise of due care and caution for his own safety.

6. That at the aforesaid time and place and prior thereto, the defendant was then and there negligent in one or more of the following ways:

(a) Failed to make a reasonable inspection of the premises and the work being done thereon, when the defendant knew or in the exercise of ordinary care should have known, that adequate and proper inspection was necessary to prevent injury to the plaintiff;

(b) Failed to provide fall protection for the safety of the plaintiff;

(c) Failed to provide the plaintiff with a safe, suitable, and proper work platform or scaffold from which to work;

(d) Ordered the plaintiff to work on a roof which was slippery

due to icy conditions when defendant knew it was hazardous to plaintiff and his work crew members;

(e) Failed to provide adequate safeguards including perimeter protection on the roof to prevent plaintiff from falling from the roof while working;

(f) Failed to adequately supervise the work being done on the premises;

(g) Failed to provide plaintiff with a safety platform to stop a worker from falling off the roof;

(h) Failed to provide safety belt tie-off equipment as well as a place to tie-off;

(i) Carelessly and negligently coordinated the order of the construction work by permitting the roof to be shingled prior to the work plaintiff was performing at the time of the occurrence

7. That at the aforesaid time and place, the duties and responsibilities of the plaintiff required that he work on the subject roof.

8. That as a direct and proximate result of the negligence of the defendant, the plaintiff fell on the roof and suffered severe and permanent personal and pecuniary injuries.

WHEREFORE, the plaintiff, JON WOODRING, demands judgment against the defendant, CUSTOM ROOFING CONTRACTING, INC., in a sum in excess of FIFTY THOUSAND (\$50,000.00) DOLLARS and costs of this action.

COUNT IV

CUSTOM ROOFING & SHEET METAL CORPORATION

NOW COMES the plaintiff, JON WOODRING, by his attorneys, PEKIN & LEVIN & ASSOCIATES, and complaining of the defendant, CUSTOM ROOFING & SHEET METAL CORPORATION, states as follows:

1. That on and before December 27, 1999, the defendant, CUSTOM ROOFING & SHEET METAL CORPORATION, was in charge of the erection and construction ongoing at 3 Kingbird Court, Falcon Lakes Lot 4, Village of South Barrington, County of Cook, and State of Illinois.

2. That at the subject time and place the plaintiff was a construction worker employed by Sawmill Construction, Inc. on said premises in the furtherance of the aforesaid work.

3. That at all times material to this lawsuit, the defendant owed a duty to plaintiff to provide a safe place to work

4. That at the aforesaid time and place and prior thereto, the defendant, individually and through its agents, servants and employees, was present during the course of such erection and construction. The defendant participated in coordinating the work being done and designated various work methods, maintained and checked work progress and participated in the scheduling of the work and inspection of the work. In addition thereto, at that time and place, the defendants had the authority to stop the work, refuse the work and materials and order changes in the work, in the event the work was being performed in a dangerous manner or for any other reason.

5. That at the subject time and place and prior thereto, the plaintiff was in the exercise of due care and caution for his own safety.

6. That at the aforesaid time and place and prior thereto, the defendant was then and there negligent in one or more of the following ways:

- (a) Failed to make a reasonable inspection of the premises and the work being done thereon, when the defendant knew or in the exercise of ordinary care should have known, that adequate and proper inspection was necessary to prevent injury to the plaintiff;
- (b) Failed to provide fall protection for the safety of the plaintiff;
- (c) Failed to provide the plaintiff with a safe, suitable, and proper work platform or scaffold from which to work;
- (d) Ordered the plaintiff to work on a roof which was slippery due to icy conditions when defendant knew it was hazardous to plaintiff and his work crew members;

construction work by permitting the roof to be shingled prior to the work plaintiff was performing at the time of the occurrence

7. That at the aforesaid time and place, the duties and responsibilities of the plaintiff required that he work on the subject roof.

8. That as a direct and proximate result of the negligence of the defendant, the plaintiff fell on the roof and suffered severe and permanent personal and

construction work by permitting the roof to be shingled prior to the work plaintiff was performing at the time of the occurrence

7. That at the aforesaid time and place, the duties and responsibilities of the plaintiff required that he work on the subject roof.

8. That as a direct and proximate result of the negligence of the defendant, the plaintiff fell on the roof and suffered severe and permanent personal and pecuniary injuries.

WHEREFORE, the plaintiff, JON WOODRING, demands judgment against the defendant, CUSTOM ROOFING & SHEET METAL CORPORATION, in a sum in excess of FIFTY THOUSAND (\$50,000.00) DOLLARS and costs of this action.

Respectfully submitted,



Steven R. Levin
Attorney for Plaintiff

Aty I.D. No. 90636
PEKIN & LEVIN & ASSOCIATES
200 North LaSalle Street
Chicago, Illinois 60601
(312) 782-6717

SUPREME COURT RULE 222 AFFIDAVIT

Steven R. Levin, attorney for plaintiff, duly sworn under oath, states as follows:

Based upon information and belief as of the date of the signing this Complaint, the total of money damages sought exceeds \$50,000.00.



Steven R. Levin
Attorney for Plaintiff
Pekin & Levin & Associates
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601

Dated: 5-9-02

AUDIT				
D	SCP 23248571	02205881	150	NOOB308732-001-00001
BRANCH ZIP	ZURICH GROUP-CHICAGO			RP EFF 08/07/1999

**PRECISION PORTFOLIO POLICY
COMMERCIAL GENERAL LIABILITY DECLARATIONS
PRECISION SPECIALTY CONTRACTORS
RESIDENTIAL GENERAL CONTRACTORS PROGRAM**

This coverage part consists of this declarations form, the permanent policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list.

COVERAGE AND EXCLUSIONS

Some of these coverages are sublimits or are subject to aggregate limits. Refer to your policy to determine how they apply.

GENERAL AGGREGATE	\$2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$2,000,000
EACH OCCURRENCE	\$1,000,000
MEDICAL EXPENSES - EACH PERSON	\$ 10,000
PERSONAL INJURY AND ADVERTISING INJURY	\$1,000,000
LIMITED CARE, CUSTODY OR CONTROL (EACH LOSS)	\$ 1,500
LIMITED CARE, CUSTODY OR CONTROL (POLICY AGGREGATE)	\$ 3,000
NON-OWNED AND HIRED AUTOMOBILE LIABILITY	\$1,000,000
EMPLOYEE BENEFITS LIABILITY - AGGREGATE	\$1,000,000
EMPLOYEE BENEFITS LIABILITY - EACH CLAIM	\$1,000,000
FIRE DAMAGE LIABILITY	\$ 50,000

THE FOLLOWING ADDITIONAL EXCLUSIONS AND LIMITATIONS APPLY

LIMITED EXCLUSION - CONTRACTORS PROFESSIONAL LIABILITY

ABSOLUTE ASBESTOS EXCLUSION

DESIGNATED WORK EXCLUSION - EIFS

LIMITED CARE, CUSTODY OR CONTROL DEDUCTIBLE - PER CLAIM

\$ 250

COMMERCIAL GENERAL LIABILITY

700201 Ed. 74-92

INSURED'S COPY

08/12/2004